

MTC 952-3120

4842

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B.P. # 192

27068

BILL OF SALE

EXXON CORPORATION, a New Jersey corporation, successor in interest by merger to Humble Oil & Refining Company (hereinafter called "Seller"), in consideration of One Dollar (\$1.00) cash in hand paid by Batsell Brothers Oil Company, a partnership composed of Richard R. Batsell and Larry D. Batsell

(hereinafter called "Buyer"), and for other valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, does hereby assign, sell and transfer unto Buyer the buildings, improvements, fixtures, equipment and personal property, with the exception of Seller's signs, identification, and trademarks, located on premises at described in Exhibit "A" attached hereto and by this reference made a part hereof . City of Klamath Falls, County of Klamath

State of Oregon . Buyer hereby acknowledges receipt of all of said buildings, improvements, fixtures, equipment and personal property and accepts the same in their present condition. This sale is made on an "AS IS AND WHERE IS" basis, without warranty as to the fitness for use of the buildings, improvements, fixtures, equipment and personal property hereby assigned, sold and transferred.

Seller hereby covenants to and with Buyer, Buyer's heirs and assigns, to warrant and forever defend the title to the property hereby assigned, sold and transferred against every person whomsoever lawfully claiming or to claim the same by, through or under Seller, and not otherwise. This Bill of Sale is made with full substitution and subrogation of Buyer in and to all covenants and warranties by others heretofore given or made in respect of said buildings, improvements, fixtures, equipment and personal property.

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he is long  
been sold  
property.  
and at least any  
to persons of date  
Buyer, his (her) their  
customers and  
Buyer's presence on said  
equipment used of said property  
employees. Therefore, hereby  
and understands this agreement to  
has been used from one thousand



Notwithstanding any other provisions of this Bill of Sale, it is intended, among other purposes, that this document constitutes a mutual release between the Seller and the Buyer of any other or further claims, charges, taxes, indebtedness, assessments, or encumbrances, known or unknown, with respect to the personal property being conveyed hereby or between the parties. Moreover, this provision will prevail over any statutory or decisional law, including, but not limited to, the law of the state in which the personal property is located.

Buyer is warned that any storage tank(s) included in this sale may contain explosive gases, and may have been used for the storage of motor fuels containing tetraethyl lead or other antiknock compounds which have made such tank(s) unfit for the storage of water or any other article or commodity intended for human or animal consumption; and Buyer expressly agrees not to use or permit the use of such tank(s) for said purposes.

Buyer agrees further to fully comply with all laws, ordinances, rules and regulations of all public authorities having jurisdiction thereof relative to the de-activation of the aforesaid tanks.

By acceptance hereof, Buyer represents that prior to such acceptance, he (she, they) have inspected the said property and the premises on which it is located as of the date hereof and assumes all risks incident to entering upon said premises for the purpose of dismantling and/or removing said property. Buyer further agrees to protect and save Exxon harmless from and against any and all claims, damages or causes of action for injuries to persons or damages to property (including the person and property of Buyer, his (her, their) servants, agents, employees, licensees, invitees, customers and contractors) arising out of or in any way connected with Buyer's presence on said premises, or the removal, dismantling or subsequent use of said property by Buyer, his (her, their) servants, agents, employees, licensees, invitees, customers or contractors. Buyer intends and understands this agreement to be inclusive of, but not limited to, any claims based upon any theory of strict liability and/or negligence.



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This Bill of Sale shall become effective on the date of conveyance of the underlying real property from Buyer to Seller.

WITNESS the execution hereof in triplicate originals this 22 day of

March, 19 77.

EXXON CORPORATION

By: W. L. Nichols  
Its Attorney in Fact

Seller

BATSELL BROTHERS OIL COMPANY

By: Richard R. Batsell  
Richard R. Batsell

Buyer

By: Larry D. Batsell  
Larry D. Batsell

Buyer

STATE OF OREGON, )  
County of Klamath ) ss.  
March 22, 1977

Personally appeared the above named  
Richard R. Batsell and Larry D.  
Batsell DBA Batsell Brothers Oil  
Company and acknowledged the foregoing instru-  
ment to be their voluntary act and deed.

(OFFICIAL  
SEAL)

Before me:

Notary Public for Oregon

My commission expires: 5/26/78



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## EXHIBIT "A"

## DESCRIPTION

The following described real property located in Klamath County, Oregon:

PARCEL I:

All that portion of Lot 70, ENTERPRISE TRACTS, Klamath County, Oregon, described as follows: Beginning at a point in the Southerly line of Sixth Street, at its intersection with a North and South line 390.0 feet West of the East line of Lot 70; thence South 358.7 feet and West 17.5 feet to an iron pipe which is the True Point of Beginning; thence West 109.97 feet to an iron pipe; thence South 295.3 feet to an iron pipe; thence on an 11 degree 30' curve to the left a distance of 52.5 feet more or less to an iron pipe; then East a distance of 107.71 feet to an iron pipe; thence North a distance of 347.8 feet to the True Point of Beginning, containing approximately 38,430 square feet. All as shown on Signal Oil Company Drawing C-944, dated April, 1946.

PARCEL II:

An easement and right of way over and across that certain property situate, lying and being in the County of Klamath, State of Oregon, more particularly described as: All that portion of Lot 70 of ENTERPRISE TRACTS, Klamath County, Oregon, described as follows: Beginning at a point in the South line of Sixth Street at its intersection with a North and South line 390.0 feet West of the East line of Lot 70; thence South 706.5 feet; thence West 17.5 feet; thence North along a North and South line 407.5 feet West of the East line of Lot 70 a distance of 718.43 feet to the intersection of said line with the South line of Sixth Street; thence Southeast along said street line 21.2 feet to the Point of Beginning, for the purpose of ingress and egress from that certain parcel of land described in Parcel I herein.

Return to: MTC

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of MOUNTAIN TITLE CO

This 22 day of MARCH A. D. 19 77 at 3:58 o'clock P. M. and

July recorded in Vol. M 77 of DEEDS on Page 4842

FEE \$ 12.00

Wm D. MILNE, County Clerk

By *Harold J. Drayson*